

SECTION I CONTRACT CLAUSES

1. **CLAUSES INCORPORATED BY REFERENCE** (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov>
<http://www.doi.gov/pam/1452-3.html>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-6	OCT 2003	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-5	AUG 2000	MATERIAL REQUIREMENTS
52.211-6	AUG 1999	BRAND NAME OR EQUAL
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY

NUMBER	DATE	TITLE
52.215-2	JUN 1999	AUDIT AND RECORDS -- NEGOTIATION
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	JAN 2004	PENSION ADJUSTMENTS AND ASSEST REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES
52.219-6	JUN 2003	NOTICE OF TOTAL SMALL BUSINESS SET- ASIDE
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.219-23	JUN 2003	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUN 2003	CONVICT LABOR
52.222-20	DEC 1996	WALSH-HEALEY PUBLIC CONTRACTS ACT
52.222.21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS, ALTERNATE 1
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO- KNOW INFORMATION
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-11	MAY 2001	OZONE-DEPLETING SUBSTANCES
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-1	JUN 2003	BUY AMERICAN ACT - SUPPLIES
52.225-13	DEC 2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES

NUMBER	DATE	TITLE
52.225-14	FEB 2000	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	APR 1984	PATENT INDEMNITY
52.227-19	JUN 1987	COMMERCIAL COMPUTER SOFTWARE - RESTRICTED RIGHTS
52.227-23	JUN 1987	RIGHTS TO PROPOSAL DATA – (TECHNICAL)
52.228-5	JAN 1997	INSURANCE -- WORK ON A GOVERNMENT INSTALLATION
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-9	APR 1984	LIMITATIONS ON WITHHOLDING PAYMENTS
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232.18	APR 1984	AVAILABILITY OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232.25	OCT 2003	PROMPT PAYMENT
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
52.232-36	MAY 1999	PAYMENT BY THIRD PARTY
52.233-1	JUL 2002	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	APR 1987	CHANGES -- FIXED PRICE ALTERNATE II (APR 1984)
52.244-6	JUL 2004	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-2	MAY 2004	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.252-4	APR 1984	ALTERATIONS IN CONTRACT
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

DOI ACQUISITION REGULATION (48 CFR CHAPTER 14) CLAUSES

NUMBER	DATE	TITLE
1452.203-70	JUL 1996	RESTRICTION ON ENDORSEMENTS
1452.210-70	JUL 1996	BRAND NAME OR EQUAL -- DEPARTMENT OF THE INTERIOR
1452.215-70	APR 1984	EXAMINATION OF RECORDS BY THE DEPARTMENT OF THE INTERIOR
1452.215-71	APR 1984	USE AND DISCLOSURE OF PROPOSAL INFORMATION -- DEPARTMENT OF THE INTERIOR
1452.236-70	JUL 1996	PROHIBITION AGAINST THE USE OF LEAD-BASED PAINT -- DEPARTMENT OF THE INTERIOR

2. **ORDER OF PRECEDENCE** (FAR 52.215-8) (OCT 1997)

Any inconsistency in the solicitation or contract shall be resolved by giving preference in the following order:

- A. Section B, The Schedule (excluding the specifications).
- B. Representations and other instructions.
- C. Contract clauses.
- D. Other documents, exhibits, and attachments.
- E. The specifications.

3. **ORDERING** (FAR 52.216-18) (OCT 1995)

- A. Any supplies and services to be furnished under this contract shall be ordered by issuance of Task Orders, Delivery Orders, and Catalog Orders by the parks and/or Regions. Such orders may be issued from the effective date of the contract through the end of the effective period.
- B. All Task Orders and Delivery Orders are subject to the terms and conditions of this contract. In the event of conflict between a Task Order, Delivery Order, and this contract, the contract shall control.

4. **REQUIREMENTS**
(FAR 52.216-21) (OCT 1995)

- A. This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule and in Section F. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- B. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering Clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- C. Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- D. The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- E. If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- F. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the effective period of the contract.

See Section G, Item 5, Right to Procure from Other Sources.

5. **OPTION TO EXTEND THE TERM OF THE CONTRACT**
(FAR 52.217-9) (MAR 2000)

- A. The Government may extend the term of this contract by written notice to the Contractor within five days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 90 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- B. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- C. The total duration of this contract, including the exercise of any options and 'award term' periods under this clause, shall not exceed 10 years including the phase-in period.

6. **ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS**
(FAR 52.223-9) (AUG 2000)

- A. *Definitions.* As used in this clause-
 - "Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."
 - "Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
- B. The Contractor, on completion of this contract, shall-
 - (1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and
 - (2) Submit this estimate to _____ [*Contracting Officer complete in accordance with agency procedures*].

7. **AUTHORIZED DEVIATIONS IN CLAUSES**
(FAR 52.252-6) (APR 1984)

The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

8. **LIABILITY OF INSURANCE**
(DIAR 1452.228-70) (JUL 1996)

- A. The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

\$100,000 each person
\$500,000 each occurrence
\$20,000 property damage

- B. Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The Contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

9. **LOBBYING WITH APPROPRIATED MONEYS**
(18 U.S.C. 1913)

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its department or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

Whoever, being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this selection, shall be fined not more than \$500 or imprisoned not more than one year, or both; and after notice and hearing by the superior Officer vested with the power of removing him, shall be removed from office or employment.